

Benton County, Arkansas County Properties Office 215 East Central, Room 302

Phone: 479-464-6168

Email: <a href="mailto:terry.lewis@bentoncountyar.gov">terry.lewis@bentoncountyar.gov</a>

RFB/RFP (Request for Bid/Request for Proposal): <u>Lawn and Irrigation Service for multiple</u> locations for Benton County for the 2014 calendar year.

Deadline: Friday, September 27, 2013\_at 2:00 PM Local Time (CST)

Delivery Location: Benton County Administration Building, Room 302, 215 East Central Ave, Bentonville, Arkansas 72712

<u>Pre-Bid Conference will be held on Tuesday, September 24, 2013 at 10:00 AM in the Quorum Court Room, Benton County Administration Building, 215 E Central Ave, Bentonville, AR 72712</u>

Date of Issue and Advertisement: Sept 13, 2013

#### Request for Bid/Request for Proposal

#### Lawn and Irrigation Service for multiple locations for Benton County for the 2014 calendar year.

RFB's/RFP's shall be submitted in sealed envelopes labeled: "2014 Lawn and Irrigation Service Bid" with the name and address of the Proposer.

RFB's/RFP's shall be submitted in accordance with the attached Benton County specifications and RFB/RFP documents attached hereto. Each Bidder/Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

The undersigned hereby offers to furnish and deliver the articles or services as specified, at the prices and terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of the offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Bidder/Proposer and County Judge.

Name of Firm:			
Contact Person:			
Email:		Phone:	
Business Address:			
City:	State:	Zip code:	
Signature:		Date:	

Benton County, Arkansas is requesting Bids/Proposals for <u>Lawn and Irrigation Service for</u> multiple locations for Benton County for the 2014 calendar year.

To be considered, Bids/Proposals must be received at the Benton County Administration Building, 215 East Central, Room 302, Bentonville, Arkansas <u>before 2:00 PM (local time)</u>, <u>Friday, September 27, 2013.</u>

Pre-Bid Conference will be held on Tuesday, September 24, 2013 at 10:00 AM in the Quorum Court Room, Benton County Administration Building, 215 E Central Ave, Bentonville, AR 72712.

Forms and addendums can be downloaded from the County's web site at www.bentoncountyar.gov. All questions regarding the qualification process should be directed to Terry Lewis at <a href="mailto:terry.lewis@bentoncountyar.gov">terry.lewis@bentoncountyar.gov</a> or by telephone at 479-464-6168. All questions regarding specifications should be directed to Mr. John Sudduth via telephone at 479-271-1096 or by email at <a href="mailto:John.Sudduth@bentoncountyar.gov">John.Sudduth@bentoncountyar.gov</a>.

Bid/Proposals submitted shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located.

Pursuant to Arkansas Code Annotated 22-9-203 Benton County encourages all qualified small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, Benton County encourages all general contractors to subcontract portions of their contract to qualified small, minority and women business enterprises.

Benton County reserves the right to reject any and all bids/proposals and to waive irregularities therein, and all Proposers shall agree that such rejection shall be without liability on the part of Benton County for any damage or claim brought by any Proposer because of such rejections, nor shall the Proposer seek any recourse of any kind against Benton County because of such rejections. The filing of any Proposal in response to this invitation shall constitute an agreement of the Proposer to these conditions.

Advertisement Date: September 13, 2013

SECTION	PAGE NUMBER	
Cover page	01	
Advertisement	02	
Appendix	03	
Section A: General Terms & Conditions	04	
Section B: Authorization Form	11	
Section C: Vendor References	12	
Section D: Statement of Disclosure	13	
Section E: Authorized Negotiator Information	14	
Section F: Specifications	15	
Section G: Cost Sheet	18	
Section H: Statement of Non-Submittal	19	

Benton County is requesting <u>Lawn and Irrigation Service for multiple locations for Benton County</u> for the 2014 calendar year.

#### 1. SUBMISSION OF A BID/PROPOSAL:

- A. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFB/RFP.
- B. A description of the Proposer's experience in providing the same or similar services as outlined in the RFB/RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFB/RFP.
- C. Statement should be no more than twenty five (25) pages; single sided, standard, readable, print on standard 8.5 x 11 papers. Proposers shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the page limitations: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by Benton County for completion.
- D. Bids/Proposals may be submitted electronically in addition to two (2) hard copy. Please submit your documents on a properly labeled CD. The use of Adobe PDF documents is strongly recommended. Files contained on the CD or electronic media shall not be restricted against saving or printing. The electronic copy shall be identical to the original papers submitted. Electronic copies shall not be submitted via e-mail to County employees.
- E. Bids/Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. The names of respondents only will be available after the deadline until a contract has been awarded by the Benton County Quorum Court. All interested parties understand proposal documents will not be available until after a valid contract has been executed.
- F. Bidders/Proposers shall submit a proposal based on documentation published by Benton County.
- G. Bidders/Proposals shall be enclosed in sealed envelopes or packages addressed to Benton County, 215 East Central Ave., Room 302, Bentonville, Arkansas 72712. The name, address of the firm and RFB/RFP name shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- H. Bids/Proposals must follow the format of the RFB/RFP. Bidders/Proposers should structure their responses to follow the sequence of the RFB/RFP.
- I. Bidders/Proposers shall have experience in work of the same or similar nature, and must provide references that will satisfy Benton County. Proposer may furnish a reference list, of clients for whom they have performed similar services and must provide information as requested in this document.

- J. Bidders/Proposer is advised that exceptions to any of the terms contained in this RFB/RFP or the attached service agreement must be identified in its response to the RFB/RFP. Failure to do so may lead the County to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- K. Bids/Proposals will need to be received no later than *Friday, September 27, 2013 by 2:00 PM Local Time*.

#### 2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid/proposal must be sent in writing via e-mail to the County Properties office. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid/proposal. All such addenda shall become part of the contract documents. The County will not be responsible for any other explanation or interpretation of the proposed RFB/RFP made or given prior to the award of the contract.

#### 3. RIGHTS OF BENTON COUNTY IN REQUEST FOR BID/PROPOSAL PROCESS:

In addition to all other rights of Benton County, under state law, the County specifically reserves the following:

- A. Benton County reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negation with others.
- B. Benton County reserves the right to select the bid/proposal that it believes will serve the best interest of the County.
- C. Benton County reserves the right to accept or reject any and all bids/proposals.
- D. Benton County reserves the right to cancel the entire request for bid/proposal.
- E. Benton County reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.
- F. Benton County reserves the right to request any necessary clarifications, additional information, or proposal data without changing the terms of the bid/proposal.
- G. Benton County reserves the right to make selection of the Proposer to perform the services required on the basis of the original bid/proposals without negotiation.

#### 4. EVALUATION CRITERIA:

The evaluation criteria defines the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified bids/proposals. The different evaluation factors are as follows:

- 1) 30 Points Specialized experience and technical competence of the firm with respect to the type of professional services required;
- 2) 25 Points Capacity and capability of the firm to perform the work in question including specialized services, within the time limitations fixed for the completion of the project.
- 3) 25 Points Past record of performance of the firm with respect to such factors as control of costs, quality of work and ability to meet schedules and deadlines; and

4) 20 Points - Firm's proximity to and familiarity with the area in which the project is located.

#### **5. COSTS INCURRED BY PROPOSERS:**

All expenses involved with the preparation and submission of bids/proposals to the County, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

#### 6. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

#### 7. CONFLICT OF INTEREST:

- A. The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in Arkansas Code Annotated 14-14-1202.
- B. The Proposer shall promptly notify Benton County in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality or services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Proposer may undertake and request an opinion to the County as to whether the association, interest or circumstance would, in the opinion of the County; constitute a conflict of interest if entered into by the Proposer. The County agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

#### 8. WITHDRAWAL OF BID/PROPOSAL:

A bid/proposal may be withdrawn at any time.

#### 9. LATE BID/PROPOSAL OR MODIFICATIONS:

- A. Bid/proposal and modifications received after the time set for the bid/proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The County will not be responsible for misdirected bids/proposals. Proposers should contact the County Properties office at (479) 464-6168 to insure receipt of their submittal documents prior to opening time and date listed.
- B. The time set for the deadline shall be local time for Bentonville, Arkansas on the date listed. All bids/proposals shall be received in the County Properties office BEFORE the stated deadline.

#### 10. LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS:

- A. The laws of the State of Arkansas apply to any purchase made under this request for bid/proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- B. Pursuant to Arkansas Code Annotated 22-9-203 Benton County encourages all qualified small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, Benton County encourages all general contractors to subcontract portions of their contract to qualified small, minority and women business enterprises.

#### 11. COLLUSION:

The Proposer, by affixing his or her signature to this bid/proposal, agrees to the following: "Proposer certifies that his/her bid/proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid/proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

#### 12. RIGHT TO AUDIT, FOIA AND JURISDICTION:

- A. Benton County reserves the privilege of auditing a vendor's records as such records relate to purchases between the County and said vendor.
- B. Freedom of Information Act: County contracts and documents prepared while performing County contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to Benton County, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et.seq.) Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- C. Legal jurisdiction to resolve any disputes shall be based upon Arkansas law.

#### 13. COUNTY INDEMNIFICATION:

The successful Proposer(s) agrees to indemnify the County and hold it harmless and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or ligation based thereon, with respect to the services or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the County.

#### 14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for bid/proposal apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by Proposers prior to submitting a bid/proposal on this requirement.

#### 15. PAYMENT AND INVOICING:

The Proposer must specify in their bid/proposal the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFB/RFP. Further, the successful Proposer is responsible for immediately notifying the County Properties office of any company name change, which would cause invoicing to change from the name used at the time of the original RFB/RFP.

#### **16. CANCELLATION:**

- A. The County reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- B. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Benton County.
- C. In addition to all other legal remedies available to Benton County, the County reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by Benton County.
- D. In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty of expense to the County.

## 17. <u>ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:</u>

- A. The Contractor shall perform the work described in this contract. No assignment of subcontracting shall be allowed without prior written consent of the County. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFB/RFP.
- B. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFB/RFP, without exception shall constitute approval for purpose of this Agreement.

#### 18. NON-EXCLUSIVE CONTRACT:

Award of this RFB/RFP shall impose no obligation on the County to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the County's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

#### 19. ADDITIONAL REQUIREMENTS:

The County reserves the right to request additional services relating to this RFB/RFP from the Proposer. When approved by the County as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may be necessary.

#### **20. SERVICES AGREEMENT:**

A written agreement, in substantially the form attached, incorporating the RFB/RFP and the successful bid/proposal will be prepared by the County, signed by the successful Proposer and presented to Benton County for approval and signature of the County Judge.

#### 21. INTEGRITY OF REQUEST FOR BID/PROPOSAL DOCUMENTS:

Proposers shall use the original RFB/RFP form(s) provided by the County Properties office and enter information only in the spaces where a response is requested. Proposers may use an attachment as an addendum to the RFB/RFP form(s) if sufficient space is not available on the original form for the Proposer to enter a complete response. **Any modifications or alterations to the original RFB/RFP documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of such RFB/RFP response.** Any such modifications or alterations a Proposer wishes to propose shall be clearly stated in the Proposer's RFB/RFP response and presented in the form of an addendum to the original RFB/RFP documents.

#### 22. OTHER GENERAL CONDITIONS:

- A. Proposers must provide the County with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.
- B. The County reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- C. The request for proposal/bid is not to be construed as an offer, a contract, or a commitment of any kind, nor does it commit the County to pay for any costs incurred by proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for bid/proposal is at the Proposer's own risk and expense as a cost of doing business. The County shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the bid/proposal is accepted.
- D. If products, components, or services other than those described in this bid/proposal document are proposed, the proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following request.
- E. Any uncertainties shall be brought to the attention of Terry Lewis immediately via telephone (479) 464-6168 or by e-mail at <a href="Terry.Lewis@bentoncountyar.gov">Terry.Lewis@bentoncountyar.gov</a>. It is the intent and goal of Benton County to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all proposers to be on equal proposal terms.

- F. Any inquiries or requests for explanation in regard to the County's requirements should be made promptly to Terry Lewis, Benton County, via e-mail at <a href="mailto:terry.lewis@bentoncountyar.gov">terry.lewis@bentoncountyar.gov</a> or telephone at (479) 464-6168. No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- G. At the discretion of the County, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. NOTE: Each Proposer shall submit an "Authorized Negotiator Information Form" containing the signature of a duly authorized officer or agent of the Proposer's company empowered with the right to bind and negotiate on behalf of the Proposer for the amounts and terms proposed.
- H. Any information provided herein is intended to assist the Proposer in the preparation of bid/proposals necessary to properly respond to this RFB/RFP. The RFB/RFP is designed to provide qualified Proposers with sufficient basic information to submit bid/proposals meeting specifications and/or test requirements, but is not intended to limit a RFB/RFP's content or exclude any relevant or essential data.
- I. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- J. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of Benton County. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- K. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, County and municipal ordinances, and the rules and regulations of all authorizes having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, County and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any law, ordinance, regulation, order or decree, he/she shall herewith report the same in writing to Benton County.

# PLEASE FILL OUT THE SECTION BELOW AND SUBMIT THIS FORM WITH YOUR BID/PROPOSAL

A. I, as an officer of this organization, of to certify the information provided h	or per the attached letter of authorization, am duly authorized herein are accurate and true;
Printed Name	
Signature	
Title	<u>—</u>
Date	
Please provide contact inform	nation:
Company Name:	Phone:
Address:	Fax:
City:	Web Site:
State: Zip Code:	

Benton County RFB/RFP-2014 Lawn and Irrigation Service Bid Section C: Vendor References	
The following information is required from all Proposevaluated:	sers so all bids/proposals may be reviewed and properly
COMPANY NAME:	
BUSINESS ADDRESS:	
NUMBER OF YEARS IN BUSINESS:	_ HOW LONG IN PRESENT LOCATION:
TOTAL NUMBER OF CURRENT EMPLOYEES:	FULL TIME: PART TIME:
NUMBER OF EMPLOYEES YOU PLAN TO USE TO S FULL TIME: PART TIME:	SERVICE THIS CONTRACT:
	GOVERNMENTAL REFERENCES THAT YOU HAVE SERVICES FOR WITHIN THE PAST FIVE (5) YEARS.
1COMPANY NAME	2COMPANY NAME
CITY, STATE, ZIP	CITY, STATE, ZIP
CONTACT PERSON	CONTACT PERSON
TELEPHONE	TELEPHONE
FAX NUMBER	FAX NUMBER
E-MAIL ADDRESS	E-MAIL ADDRESS
3	4
COMPANY NAME	COMPANY NAME
CITY, STATE, ZIP	CITY, STATE, ZIP
CONTACT PERSON	CONTACT PERSON
TELEPHONE	TELEPHONE
FAX NUMBER	FAX NUMBER
E-MAIL ADDRESS	E-MAIL ADDRESS

Benton County RFB/RFP-2014 Lawn and Irrigation Service Bid Section D: Statement of Disclosure

Proposer must disclose any possible conflict of interest with Benton County, including, but not limited to, any relationship with any Benton County employee. Your response must disclose if a known relationship exists between any principal or employee of your firm and any Benton County employee or County elected official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

	EASE CHECK ONE OF THE FOLLOWING AS IT APPROPRIATELY APPLIES TO YOUR RM:
	NO KNOWN RELATIONSHIP EXISTS
	RELATIONSHIP EXISTS (Please explain)
PL	EASE FILL OUT THE SECTION BELOW:
1.	I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and
2.	My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.
Pri	nted Name
Sig	gnature

Date

Section E: Authorized Negotiator Information

At the discretion of the County, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. NOTE: Each Proposer shall submit to the County a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the County selection committee can contact for clarification or interview via telephone.

#### **PRIMARY CONTACT INFORMATION**

Name of Firm:	
Name of Primary Contact:	
Title of Primary Contact:	
Phone number #1 (cell phone):	Secondary Phone#:
E-Mail Address:	
	gally bind contracts? YES NO (circle one) ontract for the firm:
Name:	
Title:	
Phone #1 (cell phone):	Phone #2:
E-Mail Address:	
Signed:	
Date:	

### **SPECIFICATIONS**

It is the intent of these specifications to describe the areas/locations in sufficient detail to secure bids on comparable items. Any items not conforming to these specifications will be rejected, and it will be the responsibility of the vendor to conform to the requirements unless deviations have been specifically cited by the bidder and an acceptance made on the basis of the exception. Stated dimensions are approximate only and it is the responsibility of the bidders to **FIELD VERIFY** all dimensions and site conditions. All Right of Way (ROW) is to be included in mowing unless specifically exempt.

### Lawn & Irrigation Service Specifications

#### Perform the following scope of work as described for each or the (8) locations listed below:

1. Court Annex at 201 N.E. 2<sup>nd</sup> Street, Bentonville, AR, with approximately 2,633 sq. ft. of yard and includes the parking lot east of the Annex Building along with the grass in the two small areas in the Right of Way off the parking lot entry onto NE 2<sup>nd</sup> Street and also the small approximate 6' X 15' grass in the Right of Way at the NW corner of the lot off A street.

The contractor shall mow and edge lawn with grass clippings allowed to remain, if clippings are less than 1 inch. Clipping shall be uniformly distributed over lawn and not allowed to remain in clumps, rows or unsightly condition. If removal is necessary, lawn clippings must be disposed of properly. Also trim all bushes and low hanging branches. All brush and limbs are to be removed. There are 16 trees along the East Property Line of the Parking lot that are to be trimmed and weed-eated around. There are 5 trees along the south side of the parking lot that need to be trimmed and weed-eated around. The 10' X 16' break-area behind the building is to be kept free of weeds.

2. <u>Assessors Annex at 221 S. Main Street, Bentonville, AR</u>, with approximately 2,841 sq. ft. of yard and includes the ROW off Main Street.

The contractor shall mow and edge lawn with grass clippings allowed to remain if clippings are less than 1 inch. Clipping shall be uniformly distributed over lawn and not allowed to remain in clumps, rows or unsightly condition. If removal is necessary, lawn clippings must be disposed of properly. Also trim all bushes and low hanging branches. All brush and limbs are to be removed. The parking lot to the south of the building is to be kept free of weeds and also the yard on the north and east sides of the building. This does NOT include the parking lot to the east of the building.

3. Environmental/Planning Building at 905 NW 8<sup>th</sup> Street, Bentonville, AR, with approximately 9,966 sq. ft. of yard. The rain garden on the east side of the building where the front entrance is located is excluded.

The contractor shall mow and edge lawn with grass clippings allowed to remain if clippings are less than 1 inch. Clipping shall be uniformly distributed over lawn and not allowed to remain in clumps, rows or unsightly condition. If removal is necessary, lawn clippings must be disposed of

properly. Also trim all bushes (excluding rain garden) and low hanging branches. Bushes to be trimmed include the tall bushes at the main entrance on the east side of the building (that faces Walton Blvd). All brush and limbs are to be removed.

4. <u>County Offices at 300 W. Poplar Street, Rogers AR</u>, with approximately 1,296 sq. ft. of yard. Very narrow strips of yard on the west side of the building. Includes the parking lot across 3<sup>rd</sup> Street to the east and the east strip of yard of the parking lot.

The contractor shall mow and edge lawn with grass clippings allowed to remain if clippings are less than 1 inch. Clipping shall be uniformly distributed over lawn and not allowed to remain in clumps, rows or unsightly condition. If removal is necessary, lawn clippings must be disposed of properly. Also trim all bushes and low hanging branches. All brush and limbs are to be removed. Also need to re-mulch landscape and trim bushes in front of building.

5. <u>Juvenile Justice Center at 1301 Melissa Drive, Bentonville AR</u>, with approximately 118,417 sq. ft. of yard. This includes ROW for the full length of the north property line starting just east of the entry off of Melissa Drive to the west tree line, all yard in front (east) and sides (north and south) of the building. Also includes the secured fenced in yard on the south and west sides of the building. In other words, all yard completely around the building up to the Sheriff and Road Department separation fences.

The contractor shall mow and edge lawn with grass clippings allowed to remain if clippings are less than 1 inch. Clipping shall be uniformly distributed over lawn and not allowed to remain in clumps, rows or unsightly condition. If removal is necessary, lawn clippings must be disposed of properly. Also trim all bushes and low hanging branches. All brush and limbs are to be removed. Weed-eating the swales and retention pound is required. Eliminate weeds in parking lot by removing or with weed killer, lawn mowing, edging and weed eating, re-mulch landscape beds and trees twice annually, tree and shrub trimming twice annually and pick-up tree limbs, leaves, pine needles and trash as needed to maintain a debris free lawn.

**Irrigation Maintenance:** <u>Winterization:</u> Remove backflow valve and blow-out system giving backflow valve to the Benton County Maintenance Dept. for storage. <u>Spring Start-up:</u> Reinstall backflow valve, adjust irrigation system and set timer, Test backflow valve upon reinstallation submitting test report to the Benton County Building Maintenance Dept.

6. Public Service Building (Plus Extension Office and Election Commission), 1204 SW 14<sup>th</sup> Street, Bentonville, AR, with approximately 38,634 sq. ft. of yard. Include the front strip along 14<sup>th</sup> street, the strip along the east side of the property to the ditch, all yard areas between the building and parking lots (north, south & east), and west yard property which is approx.. 50 ft. from the south end of the building extending to the west.

The contractor shall mow and edge lawn with grass clippings allowed to remain if clippings are less than 1 inch. Clipping shall be uniformly distributed over lawn and not allowed to remain in clumps, rows or unsightly condition. If removal is necessary, lawn clippings must be disposed of properly. Also trim all bushes and low hanging branches. All brush and limbs are to be removed.

7. The Administration Building at 215 E. Central Avenue, Bentonville, AR, with approximately 10,373 sq. ft. of yard. Include the parking lots west and east of the building, the strip of yard along the east side of the parking lot and wood fence and ROW's off 2<sup>nd</sup> Street and Central.

The contractor shall mow and edge lawn with grass clippings allowed to remain if clippings are less than 1 inch. Clipping shall be uniformly distributed over lawn and not allowed to remain in clumps, rows or unsightly condition. If removal is necessary, lawn clippings must be disposed of properly. Also trim all bushes and low hanging branches. All brush and limbs are to be removed.

Eliminate weeds in parking lot by removing or with weed killer, lawn mowing, edging and weed eating, re-mulch landscape beds and trees twice annually, tree and shrub trimming twice annually and pick-up tree limbs, leaves, pine needles and trash as needed to maintain a debris free lawn. Plus; 8 step fertilization and weed control and dethatch lawn.

8. Benton County Courthouse located at 102 NE "A" Street, and the attached Judicial Center located at 203 E. Center Ave, Bentonville, AR, with approximately 13,412 sq. ft. of yard but does not include the ROW off the Down Town Square that is maintained by the City of Bentonville (south, west and north sides of the original Court House). Include the strip of yard on the north side of the Tower and Tower East, including the ROW with 20 trees along 2<sup>nd</sup> Street. Include the parking lot on the south side of the Judicial Center including a small strip of ROW east of the entry onto Central Ave.

The contractor shall mow and edge lawn with grass clippings allowed to remain if clippings are less than 1 inch. Clipping shall be uniformly distributed over lawn and not allowed to remain in clumps, rows or unsightly condition. If removal is necessary, lawn clippings must be disposed of properly. Also trim all bushes and low hanging branches. All brush and limbs are to be removed.

Eliminate weeds in parking lot by removing or with weed killer, lawn mowing, edging and weed eating, tree and shrub trimming twice annually and pick-up tree limbs, leaves, pine needles and trash as needed to maintain a debris free lawn. Plus; 8 step fertilization and weed control dethatch lawn once annually. Plus; 3 step horticulture management of trees and shrubs, overseeding once annually.

**Irrigation Maintenance:** <u>Winterization:</u> Remove backflow valve and blow-out system giving backflow valve to the Benton County Maintenance Dept. for storage. <u>Spring Start-up:</u> Reinstall backflow valve, adjust irrigation system and set timer, Test backflow valve upon reinstallation submitting test report to the Benton County Building Maintenance Dept.

Section G: Cost sheet

Location	Estimated Annual Frequency		Cost Per Frequency	Estimated Annual Cost
1. Court Annex 201 N.E. 2 <sup>nd</sup> Street, Bentonville, AR.	30	X	=	
<ol> <li>Assessor's Annex</li> <li>S. Main Street, Bentonville, AR</li> </ol>	30	X	=	
3. Environmental/Planning Building 905 NW 8 <sup>th</sup> Street, Bentonville, AR	30	X	=	
4. County Offices Poplar Street Building 300 W. Poplar Street, Rogers, AR.	30	X	=	
5. Juvenile Justice Center (JJC) 1301 Melissa Drive, Bentonville, AR.	30	X	=	
5a. JJC Irrigation Maintenance (Winterization)	1	X	=	
5b. JJC Irrigation Maintenance (Spring Start-up)	1	X	=	
6. Public Service Building 1204 SW 14 Street, Bentonville, AR.	30	X	=	
7. Administration Building 215 E. Central Ave., Bentonville, AR.	30	X	=	
8. Benton County (BC) Courthouse 102 "A" N.E. Street, Bentonville, AR.	30	X	=	
8a. BC Courthouse Irrigation Maintenance (Winterization)	1	X	=	
8b. BC Courthouse Irrigation Maintenance (Start-up)	1	X	=	
		Tota	al Estimated Cost	

Lawn Service Billing will be monthly for services rendered.

Irrigation Maintenance Billing will be billed as services are rendered.

Payment will be made within 30 days of receipt of invoice.

This Bid is for the 2014 calendar year only.

\*Please submit original bid and (2) two copies.

In order to assist Benton County in evaluating and improving our solicitation process, we are asking for completion of this form and returning via fax or email. By submitting this form, it will assist us in evaluating all response, improving our bid/proposal process, and to maintain a positive relationship with our vendors.

We, the undersigned	, have declined to submit a bi	id/proposal for the following reason(s):	
1	We do not offer this service	e/product	
2	Our schedule would not pe	rmit us to perform	
3	Unable to meet specification	ons	
<ul><li>4 Insufficient time to respond to the request</li><li>5 We are unable to meet bond requirements</li></ul>			
NAME OF FIRM:			
BUSINESS ADDRE	SS:		
CITY:	STATE:	ZIP CODE:	
PHONE:	FA	AX:	
BY:			
AUTHORIZED SIG	NATURE:		
TITLE:		DATE:	

\*Please note: We appreciate your feedback on this form and are very interested in your reason for not submitting. Please do not hesitate to contact us at (479) 271-6168 if you have questions, comments, or concerns regarding these proposal documents.